

**ADD AUTO Insurance**

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC BUILDINGS DEPARTMENT***

**PROJECT MANUAL:  
CLEANING & MAINTENANCE  
FOR  
CULTURAL CENTER AT CARR SCHOOL  
*INVITATION FOR BID #10-09***

**SEPTEMBER 2009  
David B. Cohen, Mayor**

**CITY OF NEWTON, MASSACHUSETTS**

**PURCHASING DEPARTMENT**

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

September 22, 2009

**ADDENDUM #2**

**INVITATION FOR BID #10-09**

**ANNUAL – CLEANING & MAINT. FOR CULTURAL CENTER  
@ CARR SCHOOL**

THIS ADDENDUM IS TO: **Provide contact phone number.**

**Anyone wishing to make an appointment to get measurements for this project, please contact either Judy or Linda at: 617-552-7847.**

All other terms and conditions of this bid remain unchanged

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM**

Thank you.



Re Cappoli  
*Chief Procurement Officer*

**CITY OF NEWTON, MASSACHUSETTS**

**PURCHASING DEPARTMENT**

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

September 22, 2009

## ADDENDUM #1

### INVITATION FOR BID #10-09

#### ANNUAL – CLEANING & MAINT. FOR CULTURAL CENTER @ CARR SCHOOL

THIS ADDENDUM IS TO:

1. Provide changes to the Specifications
2. Provide a list of bidders at the Mandatory Pre-Bid
3. Answer the following questions
4. Provide a REVISED Bid Form

**DESCRIPTION OF SERVICE:** The **HOURS** of Cleaning Services has CHANGED to:

Work is to commence at 8:00 p.m. The Contractor will be responsible for alarming and securing the building at the end of the shift.

These are the contractors that were present at the Pre-Bid Conference and will be allowed to bid.

Attendee	Company Name	Fax #
Joseph Borgasanosano	Jani/King International	781-272-2295
Manny deSousa	Enserv	Cell-508-400-4550
Robert Jones	Intact	Cell – 508-415-9512
Jack Hauswirth	Cleanco Maint. Corp.	781-890-2466
Michael Ivie	CleanNet USA	781-279-3766
Marcello Pompo	M&M Cleaning Inc.	781-723-0302
Max Fontes	M&M Contract Cleaning Inc.	508-427-4797
Luis Fernando Martins	Commercial Services Inc.	Cell – 617-259-5536

Q1. Regarding the quarterly, semiannual and annual cleaning tasks on page 17 of the bid package. It states at the top of the page that it is the responsibility of the bidder to verify the actual size of the areas to be cleaned. However, during the meeting it was required that all bidders remain together during the pre-bid site visit. The question is, do those services need to be included with the annual price or can they be billed as needed. A price per square foot would be the only other option unless an exact square footage for VCT, wood, carpet and concrete flooring is provided. Are those numbers on file somewhere? Can they be provided to the bidders involved?

**A1. Please reference the BID FORM, each task is priced out “Per Day” and can only be billed per frequency.**

Q2. Also, is the 20,500 sf including the ground level, second floor and lower levels?

**A2. It is the responsibility of the bidder to verify the actual size of the individual areas to be cleaned.**

Q3. How many people were on the cleaning crews for the previous provider?

**A3. 1-2**

Q4. Is there going to be a place on site to store equipment/chemicals?

**A4. No**

Q5. Are the prices for this contract in previous years being posted?

A5. They are available online at: [http://www.ci.newton.ma.us/purchasing/prev\\_bids\\_2006.html](http://www.ci.newton.ma.us/purchasing/prev_bids_2006.html) look under Bid “#06-52 RESULTS”

Q6. Optional-daily tasks on Sat & Sun, only lists pricing, is there a number of hours to be quoted or will a price per hour suffice?

A6. These tasks are the same as the “Daily Tasks” in line item 1 of the Bid Form, only they may be asked to be performed on a Saturday or Sunday and will be billable on a per day rate.

Q7. Is there a bid deposit required to send with the bid?

A7. Please reference paragraph 8 of the Invitation For Bid page.

Q8. Will it be awarded to lowest and most responsible bidder?

A8. Please reference paragraph 6 of the Invitation For Bid page.

Q9. According to the floor plans, there are rooms not required to be cleaned, and since the floor plan and room numbers from each room do not match, can you tell us what rooms are not to be cleaned?

A9. All rooms/areas with a hatched line through them are to be cleaned. Those without a hatched line are NOT to be cleaned.

Q10. Could specify what is required as far as bid bonds and or performance bonds? It was stated at the site visit that a 50% performance bond is needed upfront and to be built into the contract. But on page 4 it states bid bond deposit shall be submitted in the amount specified in the invitation for bids. But no amount was specified.

A10. Please reference paragraph 8 and 9 of the “Invitation For Bid” page (pg.2). Bid surety is NOT required; 50% Performance Bond will be required at the time of award.

Q11. Large Gym ó Who will be responsible to move the toys (off the floor daily)?

A11. The building tenants

A REVISED BID FORM follows this page. **ALL bidders must submit the REVISED BID FORM** with their bid as an additional ðOPTIONAL TASKð has been added. The additional Optional Task is for the Stripping and Sealing of Wood Floors and the definition of stripping and sealing in the specifications will hold true for these services.

All other terms and conditions of this bid remain unchanged

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM**

Thank you.



Re Cappoli  
Chief Procurement Officer

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**

<b>REVISE BID FORM # 10-09</b>
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A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**CLEANING AND MAINTENANCE  
OF THE CULTURAL CENTER AT CARR SCHOOL**

for the contract price(s) specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda number(s) \_\_\_\_\_.

C. The Bidder proposes the following contract pricing:

	<b>Unit Cost Per day</b>	<b>Anticipated Frequency</b>	<b>Total</b>
Daily Tasks	\$_____ X	260	=\$_____
Weekly Tasks	\$_____ X	52	=\$_____
Semi-Annual Tasks	\$_____ X	2	=\$_____
Annual Tasks	\$_____ X	1	=\$_____
<b>Total Annual Price</b>			<b>\$_____</b>

Optional 6 Daily Tasks done on a Saturday/Sunday

\$_____per day X	1	=\$_____
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Optional – Stripping and Sealing of Wood Floors (Auditorium, Large & Small Gyms)

\$_____per frequency X	1	=\$_____
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COMPANY: \_\_\_\_\_

<b>REVISE BID FORM # 10-09</b>
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D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ Original Bid and one Copy

E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone)      (FAX)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID #10-09**

The City of Newton invites sealed bids from Contractors for

**CLEANING & MAINTENANCE FOR CULTURAL CENTER AT CARR SCHOOL**

**Mandatory Pre-Bid** will be held at: **10:00 a.m., September 17, 2009 at:**  
**Carr School, 225 Nevada St., Newton**

**Bids** will be received until: **10:00 a.m., September 24, 2009**  
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

**All Bids must be submitted with one Original and one Copy.**

Contract Documents will be available for pickup at the Purchasing Department or online at the City's website:  
[www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) at **10:00 a.m., September 10, 2009.**

There will be no charge for contract documents. Award will be made to the bidder with the lowest responsive and responsible total contract price, **not including** the Optional Daily task (Saturday or Sunday).

The term of this contract shall extend from **October 1, 2009 through September 30, 2010**. The City, at its sole discretion, shall have the option to extend the contract for two (2) additional one (1) year terms with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

Bid surety is not required for this project.

All bids are subject to the provisions of M.G.L. Chapter 30B. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder **will be required to furnish a Performance Bond in the amount of 50%** of the contract total. The City of Newton will reject any and all bids when required to do so by the above referenced General Laws.

The City of Newton's Purchasing Dept. will convert to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), otherwise you may view all City of Newton public bids online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).

It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

There is a **MANDATORY** Pre-Bid Conference: 10:00 a.m., September 17, 2009, 225 Nevada St., Newton, MA

**CITY OF NEWTON**

Re Cappoli  
*Chief Procurement Officer*

September 10, 2009

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be faxed or emailed, to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID# 10-09**.

**ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS**

- 3.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 3.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 3.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 3.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 3.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.



- 3.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 3.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- GENERAL BID FOR:
- NAME OF PROJECT AND INVITATION NUMBER
- BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 3.8 Date and time for receipt of bids is set forth in the Invitation for Bids.

- 3.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

- 3.10 The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitutions", **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.**

- 3.11 "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

#### ARTICLE 4 - ALTERNATES

- 4.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 4.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 4.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 4.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 5 - WITHDRAWAL OF BIDS

- 5.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 5.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 5.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 6 - CONTRACT AWARD

- 6.1 The City of Newton will award the contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 6.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 6.3 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 6.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 6.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 6.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 7 - TAXES

- 7.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 7.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**GENERAL CONDITIONS  
OF THE CONTRACT  
FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

**1.0 SCOPE OF SERVICES**

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

**2.0 CONTRACT TERM**

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

**3.0 EXECUTION**

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

**4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.

- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.
- 4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

## 5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services.

## 6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

## 7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

## 8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

## 9.0 SUSPENSION OR TERMINATION

- 9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.
- 9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

#### 10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

#### 11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

#### 12.0 INSURANCE REQUIREMENTS

- 12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

##### WORKER'S COMPENSATION

Worker's Compensation: as required by Massachusetts General Law.

**ADD AUTO Insurance NEXT TIME THIS BIDS**

##### COMMERCIAL GENERAL LIABILITY

Personal Injury \$100,000 each occurrence  
\$1,000,000 aggregate  
Property Damage \$250,000 each occurrence  
\$500,000 aggregate

- 12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.
- 12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- 12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.
- 12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

#### 13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

#### 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

#### 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

#### 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

#### 17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

#### 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

#### 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

#### 20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

#### 21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

#### 22.0 QUANTITIES

All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.

#### END OF SECTION

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**BID FORM# 10-09**

**B.** The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**CLEANING AND MAINTENANCE  
OF THE CULTURAL CENTER AT CARR SCHOOL**

There is a **MANDATORY** Pre-Bid Conference: 10:00 a.m., September 17, 2009

for the contract price(s) specified below, subject to additions and deductions according to the terms of the specifications.

**B.** This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**D.** The Bidder proposes the following contract pricing:

	<b>Unit Cost Per day</b>	<b>Anticipated Frequency</b>	<b>Total</b>
Daily Tasks	\$ _____	X 260	=\$ _____
Weekly Tasks	\$ _____	X 52	=\$ _____
Semi-Annual Tasks	\$ _____	X 2	=\$ _____
Annual Tasks	\$ _____	X 1	=\$ _____
<b>Total Annual Price for Cleaning</b>			<b>\$ _____</b>

Optional 6 Daily Tasks done on a Saturday/Sunday

\$ \_\_\_\_\_ per day X 1      =\$ \_\_\_\_\_

COMPANY: \_\_\_\_\_

**D.** The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ Original Bid and one Copy



- F. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

**CITY OF NEWTON**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1.FIRM NAME: \_\_\_\_\_

2.WHEN ORGANIZED: \_\_\_\_\_

3.INCORPORATED? ☐ YES ☐ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_

\*4.LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

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\*5.HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

☐ YES ☐ NO

IF YES, WHERE AND WHY?

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\*6.HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO

IF YES, PROVIDE DETAILS.

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\*7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

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\*8.IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHOULD BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICALLY BID? ☐ YES ☐ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICALLY BID? ☐ YES ☐ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICALLY BID? ☐ YES ☐ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

**City of Newton  
Public Buildings Department**

**Specifications for Cleaning Services at  
at the former Carr School, (Newton Cultural Center)**

**DESCRIPTION OF SERVICE:** The City of Newton, acting through its Public Buildings Department seeks to award a contract for cleaning services to be performed at the Newton Cultural Center (former Carr School), 225 Nevada Street. Cleaning services are to be performed in accordance with the attached schedules, but generally between the hours of 9:00 p.m. and 5:00 a.m. Monday ó Friday. The Contractor shall provide all labor, materials, supplies, equipment and supervision as required in order to perform the work specified herein. The Contractor shall supply all cleaning materials, except for certain paper products as hereinafter specified. In addition, the Contractor shall bring all necessary cleaning equipment as needed. The Contractor shall employ a competent Building Supervisor who shall be available to cleaning personnel at all times while the building is being cleaned and shall be fluent in speaking and understanding the English language.

**Comment [P1]:** Page: 1  
this has been changed by Addendum #1

**BIDDER QUALIFICATIONS:**

In order to be eligible to submit a bid for this contract, the Contractor must be currently engaged in the professional cleaning business and shall have a minimum of five (5) consecutive years experience in the field of professional cleaning services. The Contractor must demonstrate at least three (3) years of experience in performing professional cleaning services of similar size and scope to the services required by these specifications.

**The Contractor shall submit at least five (5) positive references in order to be eligible to submit a bid for this contract.** The references are to be submitted with the bid.

**MANDATORY PRE-BID CONFERENCE:** There is a **MANDATORY** Pre-Bid Conference: 10:00 a.m., September 17, 2009

**1. Any bidder expecting to submit a bid for this project shall be present and must have signed the Pre-Bid Sign In Sheet. Bids received from any bidder not listed on the Pre-Bid Sign In Sheet shall be deemed unresponsive. The Mandatory Pre-Bid conference is so that all bidders can familiarize themselves with the building prior to submitting a bid.**

**CALCULATION OF THE LOWEST BIDDER:**

1. All bids shall be based on the frequencies set forth on the attached Bid Form. These quantities shall be used as the basis for comparison of the bid proposals. Any quantities indicated on the Bid Form or elsewhere in the Project Manual are estimates only and are given solely as a basis for the comparison of bids.
2. Unit prices shall remain firm for contract term including all options to extend.
3. Optional pricing, Saturday/Sunday Daily tasks, shall not be considered in the award of the lowest bidder.

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Glossary of Cleaning Terms: The following terms shall have the meanings ascribed to them as follows:

Broom Sweep:	Manually sweep, with a broom, all edges of carpet and areas abutting walls
Buff:	shine a floor by use of a machine with a rotating brush.
Clean:	remove dirt, stains, and other similar foreign matter.
Disinfect:	apply, clean and wipe surfaces with a disinfectant approved by the City.
Dress:	apply a base coat of wax or finish before buffing.
Dust:	wipe all surfaces with a dry or damp cloth or mop in order to remove dust.
Seal:	apply a base coat of metal-lock finish before buffing.
Shampoo:	wash or clean with shampoo or similar cleaning agent approved by the City.
Spot-clean:	clean as needed in order to remove spots and stains, including fingerprints.
Strip:	machine scrub the surface of a floor in order to remove floor finish and foreign material.
Spray buff:	spray on a wax or a mixture of wax and cleaning agent and buff the area treated.
Spray clean:	spray on a cleaning agent and clean the area treated.
Sweep:	clean with a broom or treated dust mop.
Wash:	damp mop with water and neutral cleaner or other cleaning agent approved by the City

CONTRACT TERM:

The term of the contract shall extend for one (1) year beginning **October 1 2009, and ending September 30 2010**. The City shall have the option, at its sole discretion, to renew the contract for two (2) additional one (1) year terms with no change in the contract price or terms and conditions. Each option to renew shall be subject to appropriation and/or availability of funding.

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## **SCOPE OF THE WORK:**

The Contractor shall clean all program and related areas of each building, including offices, classrooms, corridors, lavatories, stairwells, kitchen, lounges, gyms, and auditorium as indicated on the floor plans. The approximate square footage of the areas to be cleaned as outlined below and shown on the enclosed floor plans is 20,500 sq. ft., with corridors representing approximately 6,000 sq. ft. of that total. However, it is the responsibility of the bidder to verify the actual size of the individual areas to be cleaned.

The City also reserves the right to perform custodial services with its own forces as circumstances may require.

1. **DAILY CLEANING TASKS:** The following cleaning tasks shall be performed during each cleaning shift (daily):

- a. Sweep flooring with specially treated mops to ensure dust-free floors.
- b. Spot-wash floors to remove stains or spills.
- c. Vacuum carpeted areas and walk-off rugs/mats.
- d. Clean and disinfect rest room fixtures, wash basins, urinals, toilet bowls, including underneath and plumbing pipes, replace toilet tissue and hand towels as necessary.
- e. Empty waste containers and remove to specified area. (Including recycling)
- f. Spot-clean walls and woodwork.
- g. Sweep or vacuum stairs and entry ways.
- h. Clean and disinfect drinking fountains.
- i. Spot-clean glass partitions.
- j. Broom sweep all floors where recommended

2. **WEEKLY CLEANING TASKS:** The following cleaning tasks shall be performed on a weekly basis:  
(during at least one shift per week)

- a. Wash floors in building entrance foyers.
- c. Dust cleared counter tops.
- d. Clean entrance door glass.
- e. Dust window sills, ledges including door panels and base boards in each room.
- f. Dust all horizontal and vertical surfaces.

3. **QUARTERLY CLEANING TASKS:**

- a. High speed buff linoleum floors and restore shine

4. **SEMIANNUAL CLEANING TASKS:**

- a. Shampoo Carpets and walk off mats, with approved cleaning materials.

5. **ANNUAL CLEANING TASKS:**

- a. Strip and seal linoleum/tile Floors

6. **CLEANING MATERIALS:**

- a. The Commissioner reserves the right to reject any and all supplies and/or materials and equipment used by the Contractor.
- b. The Public Buildings Department shall provide paper towels, toilet paper, plastic trash liners, liquid hand soap and room deodorant where required. The Contractor shall provide all other materials and equipment as needed.

In particular, the Contractor shall provide each of the following:

1. A germicidal and disinfectant material or solution to be used in all lavatory cleaning.

2. A non-injurious low-alkaline detergent shall be used for all floor cleaning operations.
3. An Underwriter's Laboratory approved slip-resistant resin floor finish shall be used for all waxing operations. Floor finish shall consist of twenty-five percent (25%) soiled metal interlock.
4. Whenever possible, cleaning agents shall be biodegradable and phosphate-free.

c. Material Safety Data Sheets: The Contractor shall supply to the proper City officials, as directed by the Commissioner, the Material Safety Data Sheets (MSDS) for each cleaning product used. At least one copy of each such sheet shall be located in each building in a location to be designated by the Commissioner.

d. The Contractor shall be solely responsible for training all of its employees, agents and servants in the proper use of all cleaning agents and proper safety measures to be used in the event of accidental contamination (i.e. eyes, mouth) of such cleaning agents.

#### 7. OPTIONAL CLEANING

There may be certain instances where the Commissioner may need an additional cleaning of the building as described in the Daily Tasks specifications, other than during the normally scheduled contract hours, the Unit Price on the bid specification worksheets shall be the additional charge incurred by the City. This work will be done on Saturdays and/or Sundays.

#### CONTRACT SUPERVISOR AND ADMINISTRATION:

1. In the exercise of all or any of the powers herein granted, the Commissioner shall have the authority to delegate all or any part of his powers and duties with respect to the supervision and control of this contract to his subordinates and assistants in the employ of the City as he may determine.

2. The Commissioner intends to designate a "Contract Supervisor" from within the subordinates and assistants in the employ of the Public Buildings Department.

3. All the work under this contract shall be performed to the satisfaction of the Commissioner, who is the authorized agent of the City, who shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for hereunder, and shall decide all questions that may arise as to the fulfillment of the contract on the part of the Contractor, and the Commissioner's determination and decision thereon shall be final and conclusive. Satisfactory completion of all required work as determined by the Commissioner shall be a condition precedent to the right of the Contractor to receive payment pursuant to the provisions of this contract.

#### HOURS AND CONDITIONS OF WORK:

1. Work is to be performed Monday to Friday between the hours of 9:00 p.m. to 5:00 a.m. unless otherwise directed by the Commissioner, and upon three (3) business days prior notice to the Contractor. No holidays will be worked on these days.

2. It is the responsibility of the Contractor to attend scheduled meetings as required by the Commissioner or Contract Supervisor. The purpose of such meetings will be to determine the satisfactory performance of the Contractor, schedule quarterly cleaning services as described in the contract and to review and process bills as submitted by the Contractor.

3. It is the responsibility of the Contractor to supply the City with a phone number, beeper or other number at which the Contractor can be reached during normal City hours of operation (M-F 8:00 a.m.- 5:00 p.m.).

4. The Contractor shall make weekly inspections of the buildings as required by the Commissioner or Contract Supervisor accompanied by the Commissioner or Contract Supervisor.

5. The City reserves the right to call in additional Contractors and/or to perform cleaning services with its own forces as circumstances may require.

6. Nightly Logs: The Contractor shall ensure that nightly logs detailing the work performed in the building for each shift, are completed, in the manner required by the Commissioner. Said nightly logs shall be on a form to be provided by the City and kept in a binder at the building.

PERSONNEL:

1. Permits: The Contractor and all employees, agents, and servants of the Contractor must be fully licensed by the appropriate State and Federal agencies. The Contractor shall secure and pay for all permits, bonds, governmental fees and licenses necessary for the proper execution of the required work.

2. Supervisor: The Contractor shall employ a competent Building Supervisor who shall be available to cleaning personnel at all times while the buildings are being cleaned. This supervisor shall be available for the purpose of re-supply of materials and equipment to cleaning personnel, defining cleaning responsibilities within the scope of work as defined within this contract, to act as the agent of the Contractor in contacting police or other City officials in the event that a building they are cleaning has been burglarized and to act as the representative of the Contractor to the Public Buildings Department in regards to issues as they may arise in relation to this contract.

3. The Contractor shall thoroughly interview, screen and reference check all personnel to be assigned to cleaning the Buildings as required herein.. The Contractor shall promptly investigate complaints concerning employee conduct and shall replace any employee whose conduct is unacceptable, as determined by the Commissioner of Public Buildings Department or his Contract Supervisor.

4. The Contractor shall supply sufficient personnel to perform the work in accordance with these Specifications. The Contractor shall employ only competent personnel to do the work. Whenever the Commissioner shall notify the contractor in writing that the person in charge of or on the work site is incompetent, disorderly, unsafe, under the influence of liquor and /or drugs, using insolent or improper language or is otherwise unsatisfactory in any manner, or not employed in accordance with the provisions of this contract such person or persons shall no longer be assigned by the Contractor to perform work for the City pursuant to this contract.

5. The Contractor agrees that no persons other than its employees, agents or servants shall be brought into the building to be cleaned pursuant to this Agreement, unless permission is granted in advance in writing by the Commissioner or the Contract Supervisor.

6. Contractor is required to have a supervisor on site at all times that work is being done who can read and speak standard English and who is capable of interpreting and / or translating for other lingual working.

7. The Contractor shall be solely responsible for the performance of the duties required under this Agreement and shall not delegate the performance thereof to any other corporation, company, organization or entity, or in the case of a sole proprietor, to another person, without the explicit advance written approval of the Commissioner of Public Buildings

SECURITY:

1. Access to Buildings: The Contractor's employees shall enter and leave each building by the main entrance and shall log in and log out at the time of each entry and exit from the building. The Contractor's Building Supervisor (Building Supervisor) shall be solely responsible for security and keys. The Contractor shall be responsible for all costs incurred in the event that the Contractor fails to follow the required security procedures as specified herein and as may be further specified in writing prior to the execution of the contract, including losses incurred as a result of theft and vandalism and changing locks and keys. Building alarms shall be disarmed at time of entry and armed just prior to leaving the building.

The Building Supervisor shall ensure that the building is securely locked, including all windows and exterior doors, and shall ensure that each security alarm is rearmed at the time that the Contractor and/or the Contractor's employees leave the building. The Contractor shall also ensure that lights turned on in order to clean are turned off when the Contractor and/or the contractor's employees leave the building.

2. Keys: The Commissioner shall provide the Contractor with a key to the building to be cleaned upon full execution of this Agreement. The Contractor is expressly prohibited from duplicating any keys issued to the Contractor by the Commissioner, and violation of this requirement shall be cause for immediate termination of this Agreement.



3. The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience, and shall, at its own expense, restore, replace or put in original condition any and all property damaged by the Contractor in carrying out the work to be performed pursuant to this Agreement.
4. The Contractor shall keep all exterior doors locked when the Contractor is in the building and shall be responsible for locking the exterior doors of the building or any portion of the building at all times other than when the building is in normal use. The Contractor shall take all reasonable precautions to ensure that unauthorized persons do not gain access to the building, and shall notify the Newton Police upon the discovery of any such unauthorized persons. Only authorized personnel of the Contractor/Building Supervisor shall have access to or possession of keys issued by the Commissioner.
5. The Contractor shall require all employees to wear identifying apparel and photo identification badges at all times when on the premises for the performance of their assigned tasks. Employees of the Contractor shall not remain on the premises after the completion of the required tasks, unless otherwise directed by the Commissioner or the Contract Supervisor.
6. The Contractor shall move all furniture and City equipment back to its original placement in each room upon completing the assigned cleaning tasks. Lights should be on only when working in an area and the Contractor shall extinguish lights upon completion of work in each respective area.
7. The City shall hold the Contractor strictly liable for any property that is lost, stolen, or damaged during the execution of the work.
8. The Contractor shall be required to reimburse the City for any charges incurred in connection with setting off the building security systems.
9. Use of Telephones: The contractor is prohibited from using the telephones in the building, except in case of emergency. The Contractor shall be strictly liable for the payment of any unexplained long distance or other telephone charges incurred by the City during the hours that the Contractor has access to the buildings. Repeated unexplained telephone charges incurred during the hours that the Contractor has access to the building shall be cause for termination of this Agreement.
10. Damages: In the event that the Contractor fails to follow security procedures as specified herein as established or as may be established in writing by the Commissioner or his Contract Supervisor, the Contractor shall be responsible for all costs incurred as a result of such failure, including, but not limited to losses incurred as a result of theft and vandalism, and the cost of changing locks and replacing keys. Repeated unexplained incidents of theft and/or vandalism or the like occurring while the Contractor has access to the building shall be cause for termination of this Agreement.

#### PAYMENT:

Invoices shall be mailed in quadruplicate within five (5) days after the end of the month to:

**Public Buildings Department  
52 Elliot Street  
Newton Highlands, MA 02461**

2. The City reserves the right to deduct from sums due to the Contractor an amount equal to the cost for performing any work not performed by the Contractor or any work not performed in accordance with these Specifications.
3. Liquidated Damages: In addition to the right of set off as specified in paragraph 2 of this section, the City reserves the right to assess liquidated damages in an amount equal to the City's cost for performing the cleaning services with its own personnel or the cost incurred by the City to have work performed by another contractor. Any such liquidated damages shall be deducted from the sums due to the Contractor.

#### TERMINATION:

1. The City of Newton shall have the right to terminate the contract without prior notice for cause. Cause shall include, but not be limited to failure to follow proper security procedures, failure to provide a certificate of insurance and or bonds as required or unsatisfactory performance of the work as required by these Specifications.
2. NON-APPROPRIATION: In the event that the City exercises its option to renew the contract, the City shall have the right to terminate the contract if the funds required are not appropriated.

Cleaning Schedule: Monday through Friday 9:00 p.m. to 6:00 a.m.

Cleaning tasks section of this document will be held as the standard for cleaning services expected within the confines of this contract.

**END OF SECTION**

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**



## CITY - CONTRACTOR AGREEMENT

### CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Nine and by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

**I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

#### CLEANING & MAINTENANCE OF THE CULTURAL CENTER AT CARR SCHOOL

**II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #10-09 issued by the Purchasing Department;
- c. The Project Manual for Cleaning & Maintenance of the Cultural Center at Carr School including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Equal Opportunity/Affirmative Action Requirements, Wage Rate Requirements, Wage Rate Schedule(s);
- d. Addenda Number(s) \_\_\_\_\_ ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

**III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

**IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this contract shall extend from **day of contract execution through September 30, 2010.** The City, at its sole discretion, shall have the option to extend the contract for two (2) additional one (1) year terms with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a City of Newton Shipping Order specifying work to be performed and bearing a certification by the Comptroller of the City of Newton that funds are available for the work ordered. The Contractor will be paid following completion and acceptance of the work authorized by Shipping Order in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.  
IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds in the amount of \$15,000 \_\_\_\_\_  
are available in account number \_\_\_\_\_  
0111503-5290 \_\_\_\_\_

I further certify that the Mayor is  
authorized to execute contracts and  
approve change orders

By \_\_\_\_\_  
*Comptroller of Accounts*  
  
Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*  
  
Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Buildings*  
  
Date \_\_\_\_\_

Approved as to Legal Form and  
Character  
  
By \_\_\_\_\_  
*Associate City Solicitor*  
  
Date \_\_\_\_\_

CONTRACT AND BONDS APPROVED  
  
By \_\_\_\_\_  
*David B. Cohen, Mayor*  
  
Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of Clerk or Secretary)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.



**CITY OF NEWTON, MASSACHUSETTS**

**PERFORMANCE BOND**

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and  
, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of  
\_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the  
Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date  
of \_\_\_\_\_, 20\_\_\_\_, for the construction of

\_\_\_\_\_  
(Project Title)  
in Newton, Massachusetts.

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract  
shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract  
on its part to be kept and performed during the original term of said contract and any extensions thereof that may be  
granted by the Oblige, with or without notice to the SURETY, and during the life and any guarantee required under the  
contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and  
conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may  
hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived,  
then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Oblige terminates the  
employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further  
agrees that said SURETY shall, if requested in writing by the Oblige, take such action as is necessary to complete said  
contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_day of  
,20\_\_\_\_.

PRINCIPAL

SURETY

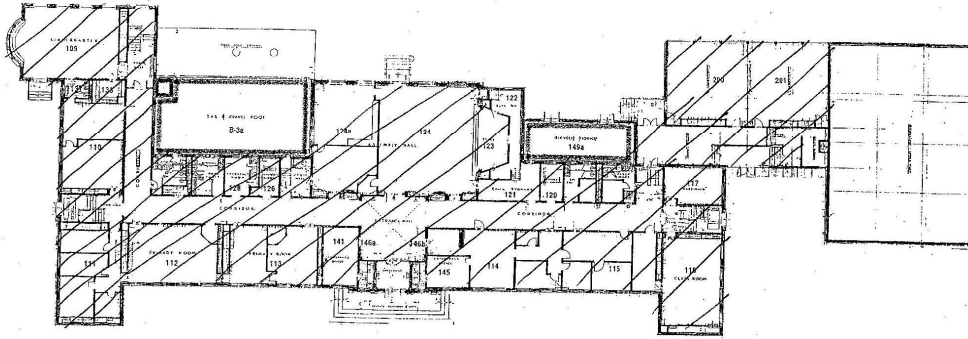
\_\_\_\_\_  
BY \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

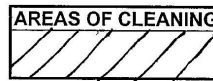
ATTEST: \_\_\_\_\_

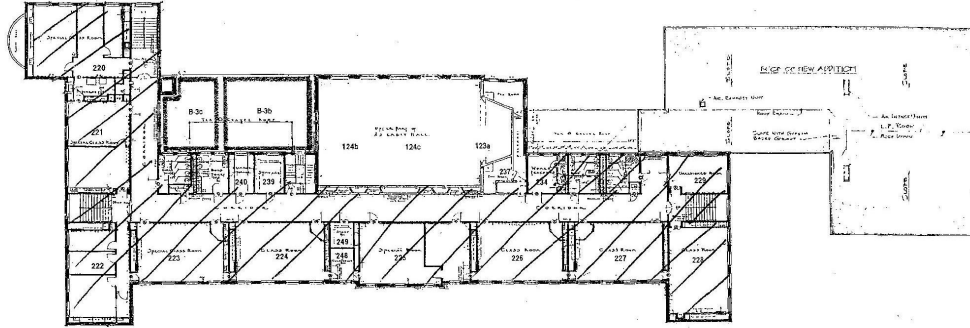
ATTEST: \_\_\_\_\_



Former CARR SCHOOL  
225 Nevada Street  
Newtonville, MA

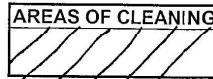
FIRST FLOOR PLAN

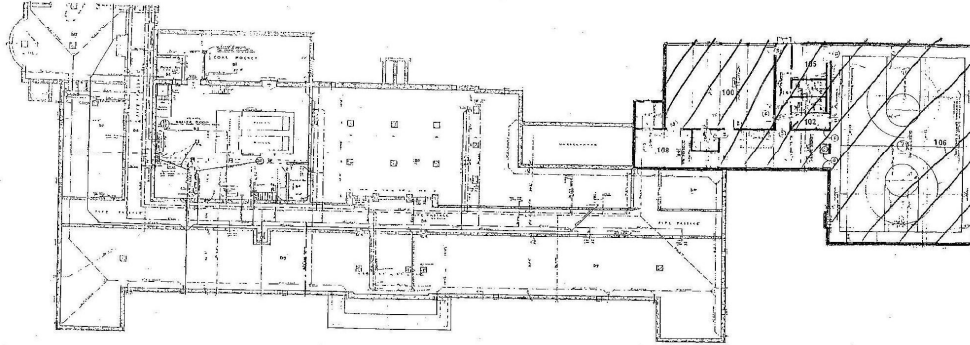




Former CARR SCHOOL  
225 Nevada Street  
Newtonville, MA

## SECOND FLOOR PLAN





Former CARR SCHOOL  
225 Nevada Street  
Newtonville, MA

**BASEMENT FLOOR PLAN**

